Schedule 15

Contractor Personnel Provisions

to

Request for Proposal
for the
Provision of IT Infrastructure Operations
and Managed Workplace Services

effective _____ 2018

between

The Office of the United
Nations High Commissioner
for Refugees

and Contractor

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1 Introduction

1.1. This Schedule 15 sets forth Contractor's obligations with respect to the roles and responsibilities for Contractor Personnel.

1.2. Unless the context otherwise requires, capitalized terms used but not defined in this Schedule 15 shall have the meaning given to them in Schedule 1 (Technical Definitions) or the Agreement.

2 Services

2.1. Overview

This Schedule 15 sets forth the roles and responsibilities of the Contractor for Personnel involved in the delivery of Services to UNHCR, either full- or part-time, or whether an employee or subcontractor.

2.2. Objectives

Key objectives of this Schedule 15 include:

- establishing standards for all Contractor personnel providing Services to UNHCR;
- ensuring the Contractor's understanding of the UNHCR requirement to bridge the gap between Contractor personnel and UNHCR personnel;
- ensuring the Contractor personnel understanding of working within an international and multi ethnical work environment
- ensuring Contractor Personnel are trained on UNHCR security and other key policies;
- ensuring Contractor Personnel are familiar with the Services, Service Level Requirements, and priorities obligated by the Agreement; and
- establishing requirements for Named Personnel and Key Personnel.

3 Contractor Personnel Onboarding

3.1. Requirements Prior to Commencement of Services

Prior to the commencement of such Services, each individual Contractor Personnel providing Services to UNHCR shall:

(a) have knowledge of the UNHCR organization, mission, security awareness, and policies;

(b) have read and signed the Confidentiality Undertaking set out in the included Annex A to this Schedule 15;

3.2. Requirements for Performing Services.

Each individual Contractor Personnel providing Service to UNHCR shall:

(a) comply with UNHCR policies with respect with to the allocation and use of a UNHCR account for use in connection with the services;

(b) review, understand and comply with UNHCR Cross Functional and ITIL Services of Incident, Problem, Change, Release and Deployment, Asset and Configuration management as defined in Schedule 12 (Cross Functional and ITIL Services);

(c) review, understand and comply with the UNHCR Service Level Requirements and criticality and prioritization of Incidents and Service Requests as defined in Schedule 10 (Service Level Requirements);

(d) review, understand and comply with the responsibilities and scope of UNHCR Services which individuals are assigned to deliver and support (e.g. Data Center Platform and Network Management Services, or End User Device Services), as described in the Agreement;

(e) be familiar and perform techniques of customer interaction in compliance with high standards of customer support; and

(f) be familiar and properly use and follow with UNHCR standard devices, software, and key processes.

3.3. Orientation

Each individual Contractor personnel providing Services to UNHCR shall review and understand the following UNHCR documents within an orientation period one (2) weeks following assignment:

(a) DIST organizational chart and match-ups with the Contractor's personnel;

(b) ICT operational environment and world-wide footprint;

(c) "UN Supplier Code of Conduct;"

(d) "Policy on the Protection of Personal Data of Persons of Concern to UNHCR," also known as the "Data Protection Policy";

(e) "UN Secretary General's Bulletin on Information Security";

(f) "UN Secretary General's Bulletin on Information sensitivity, classification, and handling";

(g) Any other ICT policy, standards, or procedures documents as UNHCR may require that individual Contractor personnel review and understanding during the above-mentioned orientation period.

3.4. Training

(a) All Personnel.

Each individual Contractor personnel providing Services to UNHCR shall complete the following UNHCR on-line training[1] within four (4) weeks of assignment:

(i) "UN Programme on the Prevention of Harassment, Sexual Harassment, and Abuse of Authority"

(ii) "Protection Induction Programme;"

[1] On-line training is available on the UNHCR's learning platform "Learn & Connect" (learn.unhcr.org)

(iii) "Preventing Sexual Exploitation and Abuse (PSEA);"

(iv) "Basic Security in the Field";

(v) "Information Security Awareness", both Foundation and Advanced courses;

(vi) "New Hires - UNHCR Ethics"; and

(vii) "The keys to communicating by telephone" (for off-shore and Service Desk staff)

(b) Personnel in the Field

Each individual Contractor Personnel working in, or travelling to, non-HQ locations are required to complete the following course prior to travel:

(i) "Advanced Security in the Field"

(c) Special Training for Named Personnel and Key Personnel

Contractor's Named and Key Personnel should also complete the following:

(i) "ITIL Foundation" (2011 edition)

(ii) "Organizational Culture and Diversity"

(d) Records.

The Contractor shall keep a record of all training completed by its Personnel, including the course name and date of completion. Upon request from UNHCR, the Contractor will provide UNHCR with proof that its Personnel have successfully completed the required trainings.

4 Contractor Personnel Offboarding

For any individual Contractor Personnel no longer assigned to this Agreement, the Contractor shall:

(a) Inform UNHCR in writing at least 30 days in advance;

(b) ensure a smooth transition to the replacement;

(c) remove all access and disable all accounts (normal and/or privileged) immediately upon departure.

5 Summary of Key Personnel and Named Personnel Requirements

The following table summarized the requirements of the Key Personnel and Named Personnel under the Agreement.

Requirement	Key Personnel	Named Personnel
Dedicated to UNHCR Account	Yes	Yes
UNHCR review prior to assignment	Yes	Yes
UNHCR approval prior to assignment	Yes	No
Technical Skills Requirements	No	Yes

Term of Assignment	36 Months	36 Months
Travel Expectations	Up to 10x Per Year	Up to 2x Per Year
Notice Prior to Replacement	90 Days	90 Days
Transition Duration	30 Days	30 Days

6 *Key Positions; Key Personnel*

6.1. Definition of Key Positions

(a) "Key Positions" means:

(i) the positions described in the Key Position Table in Section 6.6; and

(ii) any position designated as a Key Position by UNHCR under a Statement of Work in connection with a Project.

(b) The Parties may agree to modify, abolish or create Key Positions.

6.2. Time and Effort

The Contractor will cause each person serving a Key Personnel to devote full business time and effort to the provision of Services under the Agreement, unless lesser time is noted otherwise in this Schedule 15. However, each Key Personnel shall be permitted to perform the ordinary responsibilities of being an employee of Contractor's organization such as attend training or attend management meetings.

6.3. Assignment and Acceptance

Prior to assignment of an employee to a Key Position, the Contractor shall submit Curriculum Vitae (CV) for multiple candidates to UNHCR for review. All candidates for a Key Position shall be subject to interview and written acceptance by UNHCR prior to assignment by the Contractor to a Key Position.

6.4. Replacement

(a) The Contractor shall not replace, reassign, or reallocate any Key Personnel for at least thirty-six (36) consecutive months from assignment to the applicable Key Position during the Term and the Termination/Expiration Assistance Period, and for Key Positions specific to a Project Schedule for the duration of the Project, unless otherwise specified in the relevant Statement of Work), unless:

(i) UNHCR requests or consents to such reassignment or replacement or;

(ii) such Key Person:

A voluntary resigns from employment with Contractor;

B is dismissed by Contractor for cause;

C dies or is unable to work due to a disability; or

D goes on extended leave for reasons such as maternity, adoption, primary caregiver.

(b) In the event of replacement, Contractor shall provide prior notice of ninety (90) day if the Key Personnel remains employed with Contractor.

(c) The replacement of Key Personnel is subject to the assignment and acceptance process described in Section 6.3 and shall be conducted a manner as to assure an orderly succession.

6.5. Transition

In the event of any assignment of a new Key Personnel to a Key Position, Contractor will provide for a transition period for the new individual and will use commercially reasonable efforts to minimize any disruption such replacement may cause in the performance of Contractor's obligations under the Agreement. The transition period will be for a minimum of thirty (30) days following the acceptance by UNHCR of the replacement and prior to the departure of the original Key Personnel.

6.6. Key Position Table

Name	Role	Responsibility and Qualifications	Allocation	Contact Details	Location
To Be Named	On-Site Program Manager	Overall responsibility for: • Account Management • Relationship Management • Overall Customer Satisfaction • Delivery Assurance • Governance • Business Review Qualifications: • Bachelor's degree in Business Administration or related discipline • 5+ years of experience in IT Program and Client Management • Highly developed oral and written skills	100%	To Be Provided	Geneva

Name	Role	Responsibility and Qualifications	Allocation	Contact Details	Location
To Be Named	Off-Site Operations Manager	Responsible for: • Program Management • Delivery Operations • Resource Management • SLA Delivery • Customer Satisfaction • Continuous Improvement Qualifications: • Bachelor's degree in Business Administration or related discipline • 5+ years of experience in IT Program and Delivery Management • Highly developed oral and written skills	100%	To Be Provided	To Be Agreed
To Be Named	Transition Manager	Responsible for: • Transition Planning • Transition Workstream Management • Transition Execution and Sign-off Qualifications: • Bachelor's degree in Business Administration or related discipline • 5+ years of experience in IT Project Management • PMP Certification preferred • Highly developed oral and written skills	100%	To Be Provided	Geneva

7 *Named Positions; Named Personnel*

7.1. Definition of Key Positions

(a) "Named Positions" means:

(i) the positions described in the Named Position Table in Section .6; and

(ii) any position designated as a Named Position by UNHCR under a Statement of Work in connection with a Project.

(b) The Parties may agree to modify, abolish or create Named Positions.

7.2. Time and Effort

The Contractor will cause each person serving in a Named Position (Named Personnel or Named Person) to devote full business time and effort to the provision of Services under the Agreement, unless lesser time is noted otherwise in this Schedule 15. However, each Named Personnel shall be permitted to perform the ordinary responsibilities of being an employee of Contractor's organization such as attend training or attend management meetings.

7.3. Assignment and Acceptance

Prior to assignment of an employee to a Named Position, the Contractor shall submit Curriculum Vitae (CV) for multiple candidates to UNHCR for review. All candidates for a Named Position shall able to demonstrably meet UNHCR skill requirements prior to assignment by Contractor to a Named Position.

7.4. Replacement

(a) Contractor shall not replace, reassign or reallocate any Named Personnel for at least thirty-six (36) consecutive months from assignment to the applicable Named Position during the Term and the Termination/Expiration Assistance Period, and for Named Positions specific to a Project for the duration of the Project, unless otherwise specified in the relevant Statement of Work), unless:

(i) UNHCR requests or consents to such reassignment or replacement or;

(ii) such Named Person:

A voluntary resigns from Contractor;

B is dismissed by Contractor for cause;

C dies or is unable to work due to a disability; or

D goes on extended leave for reasons such as maternity, adoption, primary caregiver.

(b) In the event of replacement, Contractor shall provide a ninety (90) day notice if the Named Personnel remains employed with Contractor.

(c) The replacement of Key Personnel is subject to the assignment and acceptance process described in Section 6.3 and shall be conducted a manner as to assure an orderly succession

7.5. Transition

In the event of any assignment of a new Named Personnel to a Named Position, the Contractor will provide for a transition period for the new individual and will use commercially reasonable efforts to minimize any disruption such replacement may cause in the performance of Contractor's obligations under the Agreement. The transition period will be for a minimum of thirty (30) days following the acceptance by UNHCR of the replacement and prior to the departure of the original Named Personnel.

7.6. Named Position Table

Name	Role	Responsibility and Qualifications	Allocation	Contact Details	Location
To Be Named	Platform Lead	Responsible for: • Partner for Deputy Director, ICT Operations • Technical lead and oversight of Data Center and Site service delivery • Incident resolution and service request delivery • Data Center technology subject matters Qualifications: • Microsoft Certified Solutions Expert • 5+ years of experience leading and mentoring data center management teams	100%	To Be Provided	Amman
To Be Named	Network/Telecoms Lead	Responsible for: • Partner for Deputy Director, ICT Operations • Technical lead and oversight of Network/Telecoms, all component • Incident resolution and service request delivery • Network/Telecoms technology subject matters Qualifications: • Cisco Certified Network Professional • 5+ years of experience leading and mentoring network management teams • Demonstrable technical skills in planning, design, implementation, and management of local- and wide-area networks	100%	To Be Provided	Amman

Name	Role	Responsibility and Qualifications	Allocation	Contact Details	Location
To Be Named	ICT Security Lead	Responsible for: • Partner for Deputy Director, ICT Operations • Technical lead and oversight of ICT Security, all component • Incident resolution and service request delivery • ICT Security technology subject matters Qualifications: • ICT Security Professional • 5+ years of experience leading and mentoring ICT Security teams	100%	To Be Provided	Amman
To Be Named	Global Service Desk Lead	Responsible for: • Partner for Deputy Director, ICT Customer Support • Technical lead and oversight of Global Service Desk service delivery • Incident resolution and service request delivery Qualifications: • Certifications in IT service delivery such as ITILv3 • Experience with ServiceNow, and remote support tools • 5+ years of experience leading, mentoring and managing service desk teams • Demonstrable technical skills in IT incident troubleshooting and resolving technical issues	100%	To Be Provided	Budapest or Contractor's offshore location

Name	Role	Responsibility and Qualifications	Allocation	Contact Details	Location
To Be Named	Site Support Lead	Responsible for: • Partner for Deputy Director, Customer Support Services • Technical lead and oversight of HQ Support • Incident resolution and service request delivery • HQ Support technology subject matters Qualifications: • Certifications in IT service delivery such as ITILv3 • Experience with ServiceNow, remote support tools • 5+ years of experience leading, mentoring and managing customer support teams • Demonstrable technical skills in IT incident troubleshooting and resolving technical issues	100%	To Be Provided	Geneva
To be named	Change / Asset / Configuration Management Lead	Responsible for: • Partner for Deputy Director, Customer Support Services • Technical lead and oversight in controlling the lifecycle of all changes, assets, and CIs • Follow-up of change, asset, and configuration management processes/procedures Qualifications: • Certifications in IT service delivery such as ITILv3 • Experience with ServiceNow • 5+ years of experience in the IT service change, asset, and configuration management • Demonstrable skills in IT service management area	100%	To be provided	Budapest or Contractor's offshore location

8 *Out of Scope*

The following services are not within the scope of the Services defined within this Schedule 15:

(a) UNHCR-provided policies and documents; and

(b) UNHCR-provided materials and on-line training.

ANNEX A to
SCHEDULE 15

CONFIDENTIALITY UNDERTAKING

I, the undersigned, do hereby declare and confirm that I am aware that I have been assigned by _____ (the "Contractor"), to render certain services (the "Services") for the Office of the United Nations High Commission for Refugees ("UNHCR") in connection with the Agreement, dated ____ 2014, between UNHCR and the Contractor.

In connection therewith, I hereby undertake and agree as follows:

1. Certain Definitions

(a) "*Confidential Information*" means any data, documents, materials or other information disclosed to me in connection with the Services, in any form whatsoever, whether orally, visually, in writing or otherwise (including in computerized or electronic form).

(b) "*Permitted Purpose*" means the use of the Confidential Information to perform the Services.

2. The Contractor's Confidentiality Obligations

(a) I understand that the Contractor is subject to confidentiality obligations pursuant to the Contract.

(b) I have read and understand Article 13 of UNHCR's General Conditions of Contract for the Provision of Services, attached hereto as Attachment A.

3. Undertakings

(a) I undertake to conduct myself and render services with a view to ensuring full compliance by the Contractor with such Article 13 of UNHCR's General Conditions of Contract for the Provision of Services. In case of doubt, I shall consult with my immediate supervisor or another manager of the Contractor.

(b) I shall:

(i) use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as I use with my own similar information that I do not wish to disclose, publish or disseminate; and,

(ii) use the Confidential Information solely for the Permitted Purpose.

(c) Upon the request of the Contractor or UNHCR, or upon the termination or expiry of my contract with the Contractor, I shall immediately return to the Contractor all Confidential Information disclosed to me or to which I had access during or as a result of the performance of the Services, together with all copies thereof.

SIGNED:

_____

Name:

Date:

Place:

ATTACHMENT A

Confidentiality Clause --

UNHCR General Conditions of Contract for the Provision of Services

13. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"),[2] shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such Information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; *and*,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

13.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

13.2.2.3 for UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

13.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

[2] Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.

13.4 UNHCR may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.